BILL NO. S-79-04- /4

SPECIAL ORDINANCE NO. S- 76-79

AN ORDINANCE approving Civil City Purchase Order No. 4-06184 with Morton Salt Company for Salt for the Street Department.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Civil City Purchase Order No. 4-06184, dated April 16, 1979, between the City of Fort Wayne, by and through the City Purchasing Director and the Board of Public Works and Morton Salt Company, for the purchase of approximately 9,000 Tons of Type I Bulk Rock Salt at a cost of \$22.90 Per Ton, all as more particularly set forth in said Purchase Order, which is on file in the Office of the Department of Purchasing and is by reference incorporated herein and made a part hereof, be and the same is in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Tivian & Lehmidt

. Read the first time in fu	ll and on motion b	y 1) Dr	, secon	nded by
Hengy, and duly ad	opted, read the se	econd time by	title and refer	ed to the
Committee on France	w · (	and the Gity	Plan Commission	for
recommendation) and Public Hearing	to be held after o	lue <del>legal not</del> i	ice, at the Counc	:il Chambers
City-Co <del>unty Building, Fort Mayne, I</del>	ndiana, on	,	the	day
		clock		
DATE: 4-24-79	·	Check	M ala	Tuman
			III GEENA	
Read the third time in fu	11 and on motion b	).y	Redned	<u>,</u>
seconded by Dinga	, and	duly adopted	l, placed on its	passage.
PASSED ( <del>LOSP</del> ) by the following v	ote:			
AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES			*	-
BURNS V			T Administration of the second	
HINGA	<u> </u>			
HUNTER				
MOSES	•			
NUCKOLS	WITH PRODUCTION OF THE PRODUCTION OF T		model design regularity and and	-
SCHMIDT, D.	Non-there represents the substitute of the subst		produced in the second	
SCHMIDT, V.				
. /	-	h		
STIER				
DATE: 5-22-79		Pharles	· W. Western	- 3,
DATE: 3227/		07-0-00	CITY CLERK	nans/n
Passed and adopted by the	Common Council of	the City of	Fort Wayne, Indi	ana, as
(ZOHING MAP) (GENERAD) (ANNEXATI			ON) ORDINANCE	
(RESOLUTION) No. 2-76-79 or	the OZAL TEST: (SEAL)	day of S	inej, 1	9 <u>79</u> .
Charles W. litesterms	me fre	hinteld	(Moso JR	
CITY CLERK Presented by me to the May				2300)
day of Dissa 107	f at the bour of	11/13/	indiana, on the	- C T
day of May, 197	, at the nour of	Charles.	With town	E.S.I.
		/	CITY CLERK	ans fre
Approved and signed by me	this /sh	day of	url	_, 1979
at the hour of $9:80$ o'cloc	k <u> 4 :</u>	).9 E.S.T	2/1	_
	L	With I	Cerus tro	4
	-/	V VIV.	MAYOR	7

Bill No.	5-79-04-14				
	REPO	RT OF THE COMMITT	EE ON	FINANCE	
We. your	Committee on Fin	nance	to whom	was referred a	an Ordinanca
112, 5001	approving Civil City Pu				
	for Salt for the Street	Department			
		asand e tapean talanas talanas kanada ka -			
1		alle di la come e con accepto a descripción de la constitución de la constitución de la constitución de la con			ere ere er
			-		-
		11.6			
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have had	said Ordinance under con	nsideration and b	eg leave	to report bac	k to the Common
Council t	hat said Ordinance	D PASS.	•		1. 1
	G. SCHMIDT - CHAIRM		7/1	vianX	9. Schmidt
WILLIAM	M T. HINGA - VICE CH	AIRMAN	Wil	ham Th	mga
JAMES S	S. STIER	-	90	a Sthe	- U
JOHN NI	JCKOLS				
DONALD	J. SCHMIDT		Q	15chm	ide
		5-22-79	CONCU	RRED IN	
		DATE	CHARLES W	, WESTERMAN, CIT	Y CLERK

# Memorandum

Course! 19

To Henry Wehrenberg, Board of Works

Date April 16, 1979

From \_\_Gaye Bales, Buyer in Purchasing Department

Subject Bid Reference Number 893, Rock Salt

COPIES TO:

Attached are Bids and Tabulation Sheets relating to Purchase Order Number 4-06184 which has been prepared in favor of Morton Salt Company for approximately 9,000 Tons of Type I Bulk Rock Salt - Coarse Crushed Sodium Chloride - for the Street Department. Attached also is the Memo from the Street Commissioner.

Please include the attached supporting information when this ordinance is submitted to City Council for approval. Also, please insure that no confirming Purchase Order Number is revealed to Morton Salt until Purchasing Department receives written confirmation of Council approval.

Jay Dulis Gaye Bales - Buyer

Approved:

James K. Snyaer() -Birector of Purchases

GB∕lje

67-115-12 4-16-78

FORM DP-3 APPROVED BY THE STATE BOARD OF ACCOUNTS FOR THE CITY OF FORT WAYNE 1965.

# CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES NUMBER ONE EAST MAIN STREET ROOM 470 FORT WAYNE, INDIANA 46802

MAIL ALL CORRESPONDENCE, CLAIM VOUCHERS ETC. TO:

Street Department 1701 South Lafayette Street Fort Wayne, Indiana 46803 Vendor #001673-02 Morton Salt Company Division of Morton Norwick Products 110 North Wacker Drive Chicago, Illinois 60606

DELIVER TO:-

OEPARTMENT OR OIVISION\_ Street Department

1701 South Lafayette Street

EXPENDITURE THEREFOR HAS BEEN OULY AUTHORIZED AND APPROPRIATED.

City Controller

Per

Fort Waune, Indiana ADORESS CASH DISCOUNT TERMS % IF PAID WITHIN DAYS FROM DELIVERY AND

ACCEPTANCE OF GODDS OR PERFORMANCE OF SERVICES. (DEDUCTION FOR DISCOUNT SNOWN BELDW) QUANTITY UNIT MATERIALS, SUPPLIES OR SERVICES PURCHASE ORDER NUMBER

4-06184

April 16, 1979

REF. NO. 4718 REO NO

AND FUND

NUMBER

OATE

THE ABOVE INFORMATION MUST APPEAR ON ALL INVOICES, BILLS OF LADING, DELIVERY TICKETS, PACKAGES AND CORRESPONDENCE. INVOICE IN DUPLICATE.

THIS PURCHASE OROER ISSUED BY:

Purchasing Dept.

DATE As soon as possible WANTED

APPRDPRIATION ) 4-02-128-128-4427 UNIT

AMOUNT

	ONDERED			PRICE	
800000			TAX EXEMPT (UNLESS OTHERWISE INDICATED)		
COMPLIANCE WITH REGULSTED WILL A- TOTO "FOLLOW UP" CDARES PONDENCE.  NOTE  READ INSTRUCTIONS ON THE BACK OF THIS ORDER THE CONTRACTOR OR REES TO THE CAN RECES TO ASKEEMENT RECES OF THIS REC			Approximately 9,000 Ton Type I Bulk Rock Salt Coarse-Crushed Sodium Chloride Prices per Bid Reference Number 893 Prices are firm thru 10/31/80 F.O.B. Delivered to specified storage area Prepaid - Ship - As released on Departmental Purchase Orders, against this Blanket Order, by the using Department.	\$22.90	Per Ton
UNLESS OTHERWISE NOICATEO THE PRICES SHOWN INCLUDE AUL CHARGES FOR DELIV- ERY, PACKING, ETC., NECESSARY TO COM- PLETE DELIVERY TO DESTINATION SPECI- FIED.			Subject to Councilmanic Approval		
UNLESS OTHERWISE INDICATED THE PRICES SHOWN OD NOT INCLUDE TAXES OF ANY KINO, EXEMPTION BLANKS WILL BF. FURNISHED WHEN RECESSARY.					
INO. SALES TAX EXEMP, CERTIF, ND, 34508  IF THIS ORDER ODES NOT AGREE WITH YOUR QUDIATION KINGLY RETURN IT WITH AN EXPLANATION.			JRS/lje		
ERED BY UNENCU	MBERED BALA	ANCES IN T	ABOVE PURCHASE IS FULLY COV- HE ABOVE FUNDS AND THAT THE IS AUTHORIZED BY A PROPERLY EXECUTED A AUTHORIZED AND APPORPIATED.		

FILE IN THIS OFFICE. Director of Purchases

Per

# Memorandum

To Purchasing Department	Date_	April	12,	1979
From Gerald P. Neu, Street Commissioner				
Subject Salt Bid				

COPIES TO:

Please accept bid from Morton Salt Company, \$22.90 per ton for approximately 9,000 ton Type I bulk rock salt (course-crushed sodium chloride).

Gerald P. Neu, Street Commissioner

GPN: isf

PURCHASING DEPT.

Tabulation of Bic: Bid Reference No.: 893 Closing Date April 12, 1979	Approximately 9,000 Tons of Bulk Rock Salt		TOTAL STATE OF THE
mond Crystal Salt Company 3 South Riverside Clair, Michigan 48709	\$Per Ton		The second secon
cton Salt Company  ) North Wacker Drive igago, Illinois 60806  Al A. Bid Lond	\$ <u>32.90</u> Per Ton		
ternational Salt Company arks Summit, Pennsylvania 18411 -Clk Bul Annl	\$23.40 Per Ton '		0.00
chigan Salt Company ral Route #1 abill, Indiana 46741	\$Por Ton		
rshaw Chemical Company 33 East 97TH Street eveland, Ohio 44106	\$Per Ton		
mtar Chemicals, Inc. Ito Salt Division icago O'Hare Aerospace Office Cent 60 West Lawrence Avenue	\$ <i>23. [3</i> Per Ton		
The Number 406 hiller Park, Illinois 60176  -Cal IK  -Line 3/08 4/0,779.00		- ×	

## RECORDS OF BIDS ISSUED TO BIDDERS

BID NO. 893

ITEM: Type 1 Bulk Roack Salt

DEPARTMENT: Street Department

OPEN DATE: 4/12/79 TIME: 11:00 A. M.

VENDOR NAME & ADDRESS	DATE	- NAME	BID	PICKED UP	CARDS MAILED	BIO MAILED	RETURNET
Diamond Crystal Salt Company 916 South Riverside St. Clair, Michigan 48709				•		4/3/79	
Morton Salt Company 110 North Wacker Drive Chicago, Illinois 60606						4/3/-19	4/9/79
International Salt Company Clarks Summit, Pennsylvania 18411			.,,			4/3/79	4/9/-19
Michigan Salt Company Rural Route #1 Grabill, Indiana 46741			-			4/3/79	
Harshav Chemical Company 1933 East 97th Street Cleveland, Ohio 44106						4/3/79	
Demtar Chemicals, Inc. Sifto Salt Division Chicago O'Hare Aerospace Office 9960 West Lawrence Avenue						4/3/49	4/9/79
Suite Number 406 Schiller Park, Illinois 60176	*			•:			
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	Bat Talena To						
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# FORM DP2B 5-68

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			INV	TAT	ION			

materials enough so use consisten on the towers hereof, are requested on the following list of materials, enough experience for departments are nantioned, with delivery to destinate as shown below. Quotations shall include all charges for delivery, pasking, etc. Address your reply as immensated became.

\*Mail all replies and open and James R. Snyder - 423-7037 DEPARTMENT OF PURCHASES

Room 470 . Number One Main St., Ft. Wayne, Ind. 46802 REQUIRED FOR DELIVERY TO:

Department Street Department or Division\_ 1701 South Lajayette Street

Fort Wayne, Indiana 46803

Address RETURN ORIGINAL TO THE CITY-RETAIN DUPLICATE COPY FOR YOUR FILE

Closing
Time of Bids Thursday - April 12, 1979 - at 11:00 A.M.

TAYES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX THE CITY'S INDIANA SALES TAX EXEMPTION
CERTIFICATE NUMBER IS NO, 1468. PRICES SHOULD NOT INCLUDE THESE TAXES, Say "Intermition to Bilder" No. 10 on reverse beroof for details, TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Assessed
Quantity	Unila	Approximately 9,000 Tons  Type I Bulk Rock Salt (Coarse-Crushed Sodium Chloride) as per Attached Specification.  TRUCK DELIVERY.  Minimum truckload - 21 tons  Bulk rock salt will be treated with an anti-caking agent.  Our delivered price quoted applies f.o.b. your storage area with all transportation charges prepaid.  Terms of payment are net 30 days from shipment.  We will protect our quoted price on deliveries prior to and including October 30, 1980 provided our quotation is accepted an acknowledged within 30 days from your bid opening date of April 13, 1979.  Attached is our bid bond in the amount of \$10,530.00.	\$23.40	\$210,600.
		Affirmatice Action: On File: XX Attached:		
Bid Bond	required	NO YES 5% Performance Bond [] NO YES		

Bid Bond requ	ired _	£CC		Perform	ance B	ond L	.]	L3		ersermon.
TERMS: N	et 30 days		See instruction !:	em No. 16 on re	verse side	bereof.				
Terma XXXX	COXXXXXXXXX	QQQQ	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	s from del	verv a	nd acc	eptance	of:	goods or completion of ser	vices
20,220			 							
			PRO	POSAL OR	BID					

In compliance with the above invitation for hide and subject to all conditions thereof, the undersigned offers and extress, if this bid he accepted within a reservable time from class of closing, to forming any or affect the thems or render such services upon which process are quoted. In scordings with the specification applying and at the grown seed from a condition of the proceduration applying and at the grown seed from a condition with the process of conditions are desired. Delivery of any or all of the iter

ns or completion of	services indicated shall be made withinreceipt of Order.	U.
IMPORTANT	As delivery may be a Seciding factor in the award of an order, it is important that biddens furnish the information requested shows.	
	Sign Maret	
	INTERNATIONAL SALT COMPANY	

10 10 11 Name of Company Y D: 11:
Donald B. Holman The MgrHwy. Bidding
Donald B. Holman
Address

Page 1 of 5 893

Ref. No. \_\_

Date wanted .

Fund

Data March 30, 1979

04-02-128-128-4427

Appropriation No. .

Clarks Summit, PA 18411

## GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

- 1. Special Conditions: Special conditions included in the Bid Document shall take procedures over any provisions stipulated bereunder,
- 2. Applicable Laws: The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
- 2. Worknam's Companiations Insofar as Workman's Compensation Act is concerned, the bidder or contractor agrees to furnish an official, cartifocate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the E'd Doggoont
- 4. Dafringuasents and Indomnifications: The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the sets of the contractor, his servants, or agents,
- To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is desmed necessary. When so required the types and amounts of insurance to be provided to set forth in the Bid Donument.
- 5. Pricing: Prices abould be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
- 8. Delivery: Quotations abould include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing
- T. Specifications: Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications cutlined in the Bid Document,
  - References to a perticular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the hidder is interpreting the requirements of the City. They abould not be constroed as excluding proposals on other types of materials, conjument and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description makes: a departure or subclitation is clearly noted and described in the proposal.
- 2. Samples: Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
- 8. Cash Discounts: Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.
- 10. Taxes: The City is generally exempt from Federal Excles and Indiana State Sales Tax. Quotations must be apparated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or such discounts.
- 11. Bil Informalities and Rejection: The City reserves the right to waive informalities not inconsistent with law or to reject any or all hids,
- 12. Awardt Unless otherwise specified in the Bid Document the City reserves the right to soccept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.
- 12. Payments: Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work econpleted to the full satisfaction of the City.
- 14. Bidder's Signature: Each proposal form must be signed by the bidder with his usual signature. All signatures about be in full. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the perinant in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner",
- Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-precident, or person authorized to bind it in the matter.
- secful bidder, or contractor, agrees that he will comply with Indiana Acts 1961, chapter 208, section 10, being Burns Indiana Statute 40-2318-1984 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, tarmer, much tions, or privileges of employment because of race, color religion, national origin or ancestry.
- 16. Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids abali be subject to the following. a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the
  - City of Fort Wayne or to the contracting division thereof. b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or
  - to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the fulthful norformance thereof.
- 17. Submission and Receipt of Ridge
  - s) . Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation,
- b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
  - a) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, a.g., Bid Reference number and date of slosing and City Agency involved,
  - d) Separate proposals must be submitted on each reference number.
  - e) Proposals having any evanures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

#### SPECIFICATIONS

Type 1 Bulk Rock Salt (Coarse-Crushed Sodium Chloride) to be used for Ice and Snow Removal and Control which shall be chemically treated to prevent hardening.

- Prices bid shall be for a minimum of Twenty (20) to Twenty-One (21) Tons per load delivered to any location in Fort Wayne, Indiana, via instructions from the Street Commissioner or Board of Public Works.
- Prices bid shall be firm from the date of acceptance to October 31, 1980.
- Prices quoted are to be firm F.O.B. Destination for the period through October 31, 1980.

Price Per Ton: \$ 23.40 per ton

The City of Fort Wayne reserves the right to reject any and/or all of the bids.

REQUI Departs or Divi Address RETUR Closing Time of	Quotation materials as thown industrials as thown industrials and thown industrials and rolles and	DEPARTMENT OF PURCHASES  umber One Main St., Ft. Wayne, Ind. 46802  INVITATION  a reblest to the conditions on the reverse bereaf, the represent on the following list of simples, equipment or services, for the department as manifold, with delivery to destination below. Constantes stell incides all charges for delivery, backing, to, August 2007. Triply as	Ref. No.  Date Man  Date wa  04-02  Fund  Appropr	89; cch 30, nted	1979
Quantity	Unit	Madorials, Supplies, Agriculant or Berriese	1	Unit Price	Total
		Approximately 9,000 Tons  Type I Bulk Rock Salt (Coarse-Crushed Sodium Chloride) as Attached Specification.  Affirmatice Action: On File: Attached:	per .		
Bid Bond	beriaper	12c Performance Bond			
TermsNe	± 30%	266 Instruction 1500 No. 18 on reverse side hereof.  Cash discount if paid withindays from delivery and acceptance of goo	ds or com	pletion o	í services.
In compliance from date price set opposite the compliance set opposite set	lance with to of closts perito each	the above invitation for bids and vables to all conditions thereof, its understand offers and arrows, if the first timelike any or all of the items or reader such services upon which prices are quotes, in accordance with or all of the items or completion of services indicated shall be made within Additive may be a declined store in the arrand of furnish the information requested above.  Important is a delivery may be a declined according to the furnish the information requested above.  The Merce Store Merce Store Merce Company of the control of the contro	days from of Mor	m receip is importan ton Nor Direct Contro	a resonable ag and at the t of order t that blokers wich or Ice I products
L_		Chicago	Illin	ois De	4/5/79

Date

3

follows:

## GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

- 1. Special Conditioner Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
- Applicable Laws: The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
- Worknew's Componanties: Insofar as Worknoon's Componanties Act is concerned, the bidder or contractor agrees to furnish as official, cartificates from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the EV Dominant.
- 4. Defringements and Indemnitional The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand, for parameter for the use of any potential metal-rile, process, article, or derire that may enter into the manufacture, construction, or form a part of the work correctly by either order or contract and be further agrees to indemnity and save the City harmless and contract and describted brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servanta, or a great.

To this extent the bicker or contractor agrees to formlah adequate Publis Liability and Property Damage Incurance, the amount of which will be determined by the City whenever such insurance is desired necessary. When so required the types and amounts of insurance to be provided by set forth in the Bid Decessory.

- E. Pricing: Prices abould be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bC the unit prices quoted will revern.
- 6. Delivery: Quotations abould include all charges for delivery, packing, creating, containers, etc. Unless otherwise stated by the helder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing sharpers.
- Specifications: Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications cutlined in the Bid Document.

References to a particular trude name, manufacturer's catalog or model number are made for descriptive purposes or grade the hidder in interpreting for resultaneous of the City. They should not be neutron of a residual purpose, or other types of metalonic appropriate However the hidder, if avaried a centract, will be required to furnish the perticular issue referred to in the seculidations of the contribute unders a deparature or spekitization is clearly noted and described in the propriate.

- 2. Samples: Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
- 9. Cash Discounts: Time in connection with each discount offered, will be computed from date of delivery and acceptance at final destination or from date properly assented claim woucher is received, if the latter date is later than the date of delivery and acceptance.
- 10. Takest The City Is generally second from Perform in the nature case I laker than the case of equivary and acceptance.
  10. Takest The City Is generally second from Perford Excise and Indiana State Sales Tax. Quotations until separated to show the amount it is added for taxes of any kind if applicable. Prices should not incide tax. The City will pay such taxes as are applicable to this perchase. Examplies forms will be formulated whenever secessary. Those wherever indicated and which are applicable to this purchase.
- to any trade or each discounts.

  11. Bid Informalities and Relection: The City reserves the right to waive informalities not inconsistent with law or to reject any or all hide.
- 12. Award: Unless otherwise specified in the Bid Document the City reserves the right to accept any Item in the bid. Unless otherwise stated is the Bid Document bidders may submit proposals on any item or group of Items, provided however that the unit prices are shown as requested.
- 11. Payments: Partial payments may be made upon presentation of properly executed claim voocher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work eccupieded to the full satisfaction of the City.
- 14. BMder's Expatures: Each proposal form must be signed by the bidder with hir usual signature. All signatures about be in full. Bids by partnership about include the names of the partners composing the partnership and must be signed by one or more of the partners in the following measures: "Joint Jones Jones Smith, date, Smith-Jones Coupany, by John Jones, a partnership.

Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the precident, vice-precident, or person authorised to bind it in the matter.

- 15. The poccessful bidder, or contractor, agrees that he will ecouply with Indiana Acts 1961, chapter 108, section 10, being Burne Indiana Sictuse 40:2314-3344 upplement requiring usub bidder, contractor, or his subcontractor not to distriminate with respect to hiring, tenure, terms, confiction, or privileges of complycrome because of race, color religion, national origin or nanestry.
- 18. Unless otherwise specifically indicated under the individual listing in the legal advertisament or invitation to bid, all bids shall be subject to the followings.
  - a) A Bid bond, deposit of each, scriifed check or Bank Cashiers Chook, in the amount specified, drawn on a solvent bank payable to the City of York Wayney or to the contracting division thereof.
  - City of Next Wayne or to the contracting division thereof.

    The processedul bidder will be required to furnish a bond or Certified Cack on a solvent bank, payable to the City of Fort Wayne or
    to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the
- faithful performance thereof.

  17. Bubmission and Receipt of Bides
- a) . Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation,
- b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
- e) Bidders are requested to use the Bid Zavelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes about he sealed when arbinited with information on the face of the Bid Zavelope to identify the bid, a.y., Bid Reference number and date of identified of identified (in Agency Involved,
- d) Separate proposals must be submitted on each reference number.
- e) Proposals having any erasures or sorrections thereon may be rejected unless explained or noted over the signature of the bidder,

#### SPECIFICATIONS

Type 1 Bulk Rock Salt (Coarse-Crushed Sodium Chloride) to be used for Ice and Snow Removal and Control which shall be chemically treated to prevent hardening.

- Prices bid shall be for a minimum of Twenty (20) to Twenty-One (21) Tons per Load delivered to any location in Fort Wayne, Indiana, via instructions from the Street Commissioner or Board of Public Works.
- Prices bid shall be firm from the date of acceptance to October 31, 1980.
- Prices quoted are to be firm F.O.B. Destination for the period through October 31, 1980.

Morton Bulk Safe-T-Salt Treated

Price Per Ton:

\$ 22.90

The City of Fort Wayne reserves the right to reject any and/or all of the bids.

22½ ton minimum dump truck delivery FOB Fort Wayne, Indiana.

Prices quoted herein are firm thru 10/31/80.

Terms Net 30 Days

THE BULK TREATED ROCK SALT OFFERED IN THIS BID IS SUITABLE FOR HIGHWAY, MAINTENANCE ONLY, . . .

ALL PRICES QUOTED HEREIN ARE SUBJECT, TO ACCEPTANCE WITHIN 30 DAYS AND SHALL BE ELEMED AUTOMATICALLY TO HAVE BEEN WITHOARWN IF, BY THE END OF THAT FELL! D. NO AWARD HAS BEEN MADE.

FORM DE23 3-00 CITY OF FORT WAY

DEPARTMENT OF PURCHASES

Number One Main St., Ft. Wayne, Ind. 46802 INVITATION

Occasions, solders to the conditions on the reverse hereof, are requested on the following list of manardals, replies, suppress to services, for the department as manifood, with delivery to destination as above below. Condition will include all charges for delivery, packing, you. Address your reply as Indicated below.

as thore below. Condutions shall include all charges for delivery, randing, res. Address your reply as indicated below.\*

\*\*Xail all replies and correspondence, set to Ass. of James R. Snuder - 423-7037 DEPARTMENT OF PURCHASES

Room 470, Number One Main St., Ft. Wayne, Ind. 46802

Department Street Department or Division

1701 South Lafayette Street

Address Fort Wayne, Indiana 46803

RETURN ORIGINAL TO THE CITY - RETAIN DUPLICATE COPY FOR YOUR FILE

Time of Bids Thursday - April 12, 1979 - at 11:00 A.M.

TAIRS, THE CITY IS EXEMPT FROM FROME ADDRAID EXCESS AND BROADM STATE SALES FAX. THE CITYES EDULAM, SALES TAX EXECUTION CERTIFICATE NUMBER IS NO. 8460A PRICES SHOULD NOT INCLUDE THESE TAXES. Set "Insureduce to Eddler" No. 10 on review hered for details, TAX EXEMPT (Unless otherwise indicated)

entity.	Unit	Materials, Supplies, Equipment of Services	Unit Price	Tetal Amount
		Approximately 9,000 Tons Type I Bulk Rock Salt (Coarse-Crushed Sodium Chloride) as per Attached Specification.		
		Purchaser agrees to Purchase not less than ninety percent (90%) and Seller agrees to supply not more than one hundred ten percer of above estimated 9,000 tons highway de-icing salt.	t (110%)	,
		All freight increases during term of contract are to buyer's account.		:
		TERMS OF PAYMENT: Net 30 Days		
		Affirmatice Action: On File:Attached:	1	
Bld Bond		See instruction item No. 18 on reverse side bereof.		*CTFC (CARACT)
eçma	%	cash discount if paid withindays from delivery and acceptance of goods or com	pletion of	services.
		PROPOSAL OR BID		

· PROPOSAL OR BID	
In compliance with the above invitation for hide and subject to all conditions thereof, the undersigned offers and agrees, if this bid he accept	ed within a vecennulle
time from date of closing, to furnish any or ass'or the found or render such services upon which prices are quoted, in accordance with the specification	as applying and as the
price set opposite such item,	
Delivery of any or all of the items or completion of services indicated shall be made within. down from	months of andarest

Delivery of any or all of the items or completion of services indicated shall be made within...days from receipt of order of MPORTANT Additional to independ the independent of the law and of an order, it is important that Modern formula the information receipts of order of the law and of an order, it is important that Modern formula the information receipts of the law and of an order, it is important that Modern formula the information receipts of the law and of an order, it is important that Modern formula the information receipts of the law and of an order, it is important that Modern formula the information receipts of the law and of an order, it is important that Modern formula the information receipts of the law and of an order, it is important that Modern formula the information receipts of the law and of an order, it is important that Modern formula the information receipts of the law and of an order, it is important that Modern formula the information receipts of the law and of an order, it is important that Modern formula the information receipts of the law and of an order, it is important that Modern formula the information receipts of the law and of an order, it is important that Modern formula the information receipts of the law and of an order, it is information receipts of the law and order than the law and of an order than the law and order t

Domtar Industries Inc., S	Sifto Salt Division
Name of Compe	H.J.Miller Asst
2950 W.Lawrence Ave.	
Schiller Dork II 6	

Page 1 of 5

893

Date March 30, 1979

04-02-128-128-4427

Appropriation No.:

Ref. No. \_\_\_

Data wanted \_

Fund

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### GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

- 1. Special Conditions: Special conditions included in the Bid Document shall take precedence over any provisions stipulated bersunder.
- 2. Applicable Laws: The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
- Workman's Companantion: Insofar as Workman's Companantion Act is concerned, the bidder or contractor agrees to furnish an official, certificates from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the DG Decreases.
- 4. Intringressents and Indemnitieations: The bloder, if awarded an order or contract, agrees to protect, defend, and save the City harmiess against any demand, for parsons for the use of any potential material, process, stilled, or derite that may enter into the manufacture, contraction, or form a part of the work correctly by either order or contract and be further agrees to indicatally and serve the City harmies makes and escription brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the sets of the contrater, his servata, or against.

To this extent the hidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided in set forth in the Bid Document.

- 5. Fricings Prices should be stated in units of quantity specified in the BM Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
- 6. Delivery: Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices where the considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing for the destination designated in the Bid Document and to include all delivery and packing for the destination designated in the Bid Document and to include all delivery and packing for the destination designated in the Bid Document and to include all delivery and packing for the destination designated in the Bid Document and to include all delivery and packing for the Bid Document and to include all delivery and packing for the Bid Document and to include all delivery and packing for the Bid Document and to include all delivery and packing for the Bid Document and to include all delivery and packing for the Bid Document and to include all delivery and packing for the Bid Document and to include all delivery and packing for the Bid Document and to include all delivery and packing for the Bid Document and to include all delivery and packing for the Bid Document and to include all delivery and packing for the Bid Document and to include all delivery and packing for the Bid Document and to include all delivery and packing for the Bid Document and to include all delivery and packing for the Bid Document and the Bid Docu
  - 7. Specifications: Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications out-

lised in the Bid Document.

Reference to a particular trude name, manufactorer's catalog or model number are made for descriptive purposes to guide the bidder is interpretary the requirements of the City. They should not be construed as excluding proposals on other types of materials, employees and appplies,

- However the hidder, if awarded a centract, will be required to furnish the particular item referred to in the specifications or description univera departure or quintitation is clearly noted and described, in the proposal.

  2. Samples Bomples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the hidder's creation.
- 9. Cash Discounts: Time in connection with each discount offered, will be computed from date of delivery and acceptance at final destination or
- from date properly assemble claim wouther is received, if the latter date is later than the date of delivery and exceptance.

  In Fraces ITA City is persently except from Forest Donks and Ladiana State Easter Tax. Contitions must be speciated to show the amount to be added for taxes of any likel if applicable. Friend should not include too. The City will pay such taxes as are applicable to this purchase. Exception forms will be formulated wherever necessary. Taxes wherever includes and which are applicable to this purchase, will not be applicable.
- to any trade or each discounts.
- 11. Did Jaformalities and Rejection: The City reserves the right to waire informalities not incommistent with law or to reject any or all hide.
  12. Award: Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as reposted.
- 13. Payments: Partial payments may be made upon presentation of properly executed claim voocher unless otherwise stated in the Bid Dominect. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.
- 14. Biblee's Signature: Each proposal form must be signed by the biblee with hit would signature. All signatures should be in full. Bible by partnerships should include the names of the partners rempeding the partnership and must be signed by one or more of the partners in the following manners: "Join Jones and Janes Emith, data, gample," by John Jones, a partners,"

Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorised to bind it in the matter.

- 15. The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1981, chapter 20%, section 10, being Burns Indiana Statass (6-2316-1984 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, concidence, or privileges of employment because of race, color religion, zational origin or ascetty.
- 16. Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following.
  - a) A Bid bond, deposit of cash, certified check or Bank Cashiere Check, in the amount specified, drawn on a solvent hank payable to the
    - City of York Warne or to the contracting division thereof.

      1) The monoscard hidder will be received to the contracting division thereof.

      1) The successful hidder will be received to the contracting division thereof, in the amount specified in the notice of bide wanted or the invitation to bid, as a guarantee for the faithful surfacements thereof.
- 17. Submission and Receipt of Bids:
  - a) . Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation,
  - b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Recoveral of any part thereof may invalidate the bid.
  - e) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be scaled when submitted with information on the face of the Bid Envelope to identify the bid, a.g., Bid Enference number and date of slowing and City Agency involved.
  - d) Separate proposals must be submitted on each reference number,
  - e) Proceeds having any ensures or corrections thereon may be rejected union explained or noted over the signature of the bidder.

#### SPECIFICATIONS

Type 1 Bulk Rock Salt (Coarse-Crushed Sodium Chloride) to be used for Ice and Snow Removal and Control which shall be chemically treated to prevent hardening.

- Prices bid shall be for a minimum of Twenty (20) to Twenty-One (21) Tons per load delivered to any location in Fort Wayne, Indiana, via instructions from the Street Commissioner or Board of Public Works.
  - Prices bid shall be firm from the date of acceptance to October 31, 1980. April 30, 1980 ONLY.
  - Prices quoted are to be firm F.O.B. Destination for the period through October 31, 1980 April 30, 1980 ONLY.

Price Per Ton: \$ 23.73

The City of Fort Wayne reserves the right to reject any and/or all of the bids.

Above cost based on minimum 21 ton DUMP TRUCK deliveries from our Toledo, Ohio terminal.

All freight increases during term of contract are to buyer's account.

FITLE OF ORDINANCE SPECIAL ORDINANCE - CIVIL CITY PURCHASE ORDER NO. 4-06184 - MORTON SALT CO.
DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS 4-79-04-14
SYNOPSIS OF ORDINANCE CIVIL CITY PURCHASE ORDER NO. 4-06184, MORTON SALT COMPANY, FOR 9000 TONS
TYPE I BULK ROCK SALT AT \$22.90 PER TON FOR THE STREET DEPARTMENT.
(MEMORANDUM AND PURCHASE ORDER ATTACHED)
EFFECT OF PASSAGE ACQUISITION OF COARSE-CRUSHED SODIUM CHLORIDE FOR STREET DEPARTMENT'S USE
THIS COMING WINTER
EFFECT OF NON-PASSAGE WILL HAVE NO SALT SUPPLY IN RESERVE FOR SNOW REMOVAL THIS WINTER
ONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) FROM MVH FUNDS 9000 TONS X \$22.90 PER TON (APPROXIMATELY)
(THIS AMOUNT OF SALT)
SSIGNED TO COMMITTEE